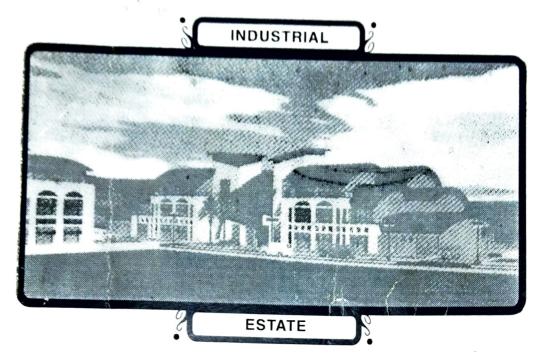
EVERSHINE INDUSTRIAL ESTATE

GOKHIVARE, VASAI (EAST)



AGREEMENT FOR SALE OF

GALA No. ______ON ____ GR

FLOOR IN _____ BLOCK B' BLDG.

IN



EVERSHINE BUILDERS PVT. LTD.



Therefore formers the finish

5-55-57 798

पावती

Original नौदणी ३९ म Pegn ३७ M

पावती क. : 214

दिनांक 09/01/2003

वाहाचे सव वोरिस्वरी

दस्तरेक्जाचा अनुक्रमांक

वसङ् 3 - 00214 - 2003

टस्सा (कजार

करारनामा

ाराचे **नाव:** सौ चेतना परेश कोठारी

नोंदणी की

10340.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

960.00

रूजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (48)

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एकूण

₹.

11300.00

आपणास हा दस्त अंदाजे 4:02PM ह्या वेळेस मिळेल

प्यम निवंश दुर्यम सिव्धक वसई 3

बाजार मुल्यः 1034000 रु. मोबदलाः 899400रु.

भरलेले मुद्रांक शुल्क: 95200 रु.





215, Weena Beena Shopping Center Opp Bandra Station Bandra (West) Mumba: 400 050 Tel: 651 2867 & 642 2418 4 Lines 643 2228 643 2285 Fax: 642 1859

Date:15/01/2003.

NO OBJECTION CERTIFICATE

REF. N. O. C. POWER

We have no objection for release of 15 H.P. (Fifteen Only) H. P. power supply to MRS. CHETNA P. KOTHARI & MR.PARESH R. KOTHARI of Gala No.B/27 in "B" Block (Ground floor) in Evershine Industrial Estate, Vasai (E).

FOR STYLE EVERSHINE BUILDERS PVT. LTD., (INDUSTRY)

AUTHORISED SIGNATORY.

____A

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र)

कार प्रमाणकार को प्रस्कर दूसरा मान्या, बसाई (वृद्ध), वि धार्ष ४०७ २१० दुरावात (११२) - अअअबद्ध का प्रस्कृत का प्रकार प्रदेश की कि का

CIDCD/VVSR/BR-1061/E:2008

Evershine builders Pvt.

Veena Beena Shopping Centre 215;

Bandra Railway Station Opp.

Bandra(W)

NUMBAI - 400 080.

Grant Occupancy Certificate for the Industrial Building on land Dearing S. No. 242/1A. IB. 1C. 26.3A. 38,4(5, 6, 243/18, 10, 2, 3, 4, 244/1, 2; 36, 3c, 6, 7A, 7B, 241/1, 2, 3A, 3B, 4, 6, 7 B-A, B-B, 9, 246/16, 18, 2, Plot No.2, 3, 4, 5, 6, 7, 18, 8, 14, Viflage Gokhiware, Taluka Vasai, Dist: Thane.

Commencement Certificate No.CIDCO/VVSR/8P-1064/E/ 5524 dated 04/01/1996.

Ammended plan approval vide letters daled 19/03/1996 12/10/2000.

N.A. order No. REV. /DESK+1/T-IX/NAP/SR=29/95 dated

te/lo/1993 from the Collector. Thane, GSDA/TH/TECH/LGW/2225/94 dated 04/06/1994 for potable water supply 4-)

Development Completion certificate letter dated 28/04/2000 from Architects.

Structural Stability certificate from your Struc tural Engineer vide letter dated 24/02/2000

Pluming certificate dated 03/07/2000

Your Architect letter dated 03/07/00 & 02/11/2000.

Sir.

Please find enclosed herewith the necessary Occupancy Certificate for the Industrial Building on land bearing CERTIFIED TRUE SAPIX. 18. 10, 2, 3A, 38.4, 5, 6, 243/1A, 18, 12, 3, 4, 244/1. 2. 3A, 3C, 6, 7A. 7B, 241/1. 2. 3A, 3B, 4. 67 7 8-A. 9 246/1A: 18, 2. Plot No.2, 3, 4, 5, 6, 7, 13 & 14 Village Gokhiware, Taluka Vasai. Dist: Thane, alongwith as built drawings.

TANI CONS 103. Lucky Palace.) Z O (VASAI (W) - 401 202) Tel. 712 32 33 42 1 6

XECUTIVE ENGINEER (BP) VV

Yours faithful

blan Galtani Consultants, Architects

ELTS & ENGLAP State Bank of India

Vasai(W), Taluka-Vasa

मानियः किनित , द्वारा प्रवता, नीमिनिहर, भुनई -४०० ०२१ दुरम्ता । २०२२४४००, २०२ २५ ७९ कला ३००-३१०२३ हिन्दु ने हर ाग्रसका माना भी हो जो जनाव महा महरू - ४०० १वन देशमानि ततत वर सन्तिवित्ते निर्माति तिति है से से मान वर्ग निर्माति है

र व औद्योगिक विकास महामंडळ (महाराष्ट्र)

विका कोण्यतंत्रसः युवत मञ्जलः, वसर्द (पूर्व), जि. ताम ४०१, २१० दुरावानी (११२) - ११४४८६ - १३ CIDCO/VVSR/8P-1064/E/2009

PART OCCUPANCY CERTIFICATE

I hereby certify that the development of Gala Type Industrial Building with built up area 6258.363 Som on land bearing S.No. 242/14, 18, 10, 2, 3A, 3B, 4, 5, 6, 243/14. 18, 2, 3, 4, 244/1, 2, 3A, 3C, 6, 7A, 7B, 241/1; 27 3A, 3B, 4. 6. 7 8-A. 8-B. 9. 246/1A, 1B, 2, Plot No. 2, 3, 4, 5, 6, 7 13 & 14 Village Gokhiware, Jaluka Vasai Dist : Thane is completed under the supervision of architect M/s Shah Gatrani Consultants, (License Registration No.CA/81/6322) and has been inspected on 02/08/2000 and I declare that the davelopment has been carried out in accordance with regulations and conditions stipulated in the Commencement Certificate No CIDCO/VVSR//8P-1064/E/5524 dated 04/01/1996 & Ammended plan approval vide letter dated 19/03/1996 & 12/19/2000 issued by CIDCO and is permitted to be occupied subject to following conditions:

- The Unit in this Industrial Building shall obtain a No Objection Certificate from the Directorate of Indus tries before commencement of manufacturing activities
- Water based/Chemical/Hazardous/Obnoxious Units shall not be allowed in the Industrial Units.
- No abjection and consent letter from Authorities/Bodies or Organisations shall be obtained from tame to time as per the prevailing applicable laws and to observe their conditions scrupulously.

पोवर्षीन कार्यात्माः 'निर्मल', इसरा मजताः गरिमन मोहट, मुंबई - ४०० छ देश हरकारी हरे छ २०, २०२ २५ ७९ फेवस १००-९९-२२-४०२ रियो भीतिया नेपाहको भागत् ता यो हो विसापूर, कर्म भूवई - ४०० ६ अस द्वयम्ती र ७५७ पर ४ प्रश्वर ४३/४४/४५/४५/४५/४५/४५/४५ वस्त १ वर्ण-१ व - १३ ने ५ ५००

Figur

शहर व ओद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

क्रम क्यामका काम्यान्त द्वारा पंजाता वर्ताई (पूर्व) जि. वार्ण ४०७ २४० दुरावती : (४१३) - ३३४४८६ - ३३४४८६ वेज्ञान ३३४४८६ वर्गा के विकास

ين يُدون

नेदनाक । में

Notwithstanding any thing contained in the occupancy certificate conditions it shall be lawful for the Planning Authority to direct the removal or alteration of building or structures erected of use contrary to the provision of this grant within the specific time Planning Authority may cause the same to be carried out and recover the cost of carrying out the same from grantee/his successors and eveny person deriving title through or under them.

You are suggested to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. & 1.33 CUM. capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.

- This certificate of occupancy is issued only in respect of 44 Galas & contained in Two nos. of Building.
- 7. The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.

Also you shall submit a cloth mounted copy of the As built drawing without which the Security deposit will not be refunded.

One set of completion plan duly certified is returned here-

103, Lucky Paleca, 2 In Floor, Station Rd; 7 VASAJ (W) 401 202

Tel: 712 32 33 42

(H.U.RAI)

EXECUTIVE ENGINEER (BP)VVSR

्रारा मजला, भरिमन पाइट, नुसई - ४०० ०२१ दूरायनी : २०२ २४:२०, २०३ २५ ४९ केन्सा : ००-११-२२-२०३२५०१ विस्ता : १०० ६१५ दूरायनी : १७४० १२ ४१/४२/४४/४४/४६/४७/४८/४९ केन्सा : ००-११-२२-४५०१०६६६

5573350 18-11-2022 Note -Generated Through eSearch Module For original report please contact concern SRO office

सूची क्र.2

दुरवम निशंधकः वसई 3

दस्त क्रमांक : 5573/2003

नोदंणी

Regn:63m

गावाचे नाव: गोखिवरे

	गावाच नाव: गाखपर
1)विलेखाचा प्रकार	करारनामा
	₹.642600
्रभोबद्दता 3) बाजारभाव(भाडेपटटयाच्या	₹. 636000
3) बाजरिभाव(माडवरण) बाबिततपटटाकार आकारणी देतो की पटटेदार	इंट्रस्टीयल इस्टेट
ते नमुद करावे)	पालिकेचे नावःइतर वर्णन :औचोगिक गाळा नं 17/बी , तळमाळा , मे स्टाईल एव्हरशाईन इंडस्ट्रीयल इस्टेट
(4) भू-मापन,पोटहिस्सा व	Ulliquid viraçon.
घरकमांक(असल्यास)	70.63 चौ मी
(5) क्षेत्रफळ	
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	1): नाव:-मे. स्टाईल एव्हरशाईन इन्डस्ट्रीयल इस्टेट प्रा लि चे डायरेक्टर श्री रामचंद्र लुघानी तर्फे कु.मु श्री विजय 1): नाव:-मे. स्टाईल एव्हरशाईन इन्डस्ट्रीयल इस्टेट प्रा लि चे डायरेक्टर श्री रामचंद्र लुघानी तर्फे कु.मु श्री विजय
(७) दस्तरेवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा	- राष्ट्रीग्ज वय-20
पक्षकाराचे नाव किया दिवाणा न्याचारा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे	our नी/3 पिन कोड:पॅन नं:-
नम्बर पत्ती.	2): नाव:-सौ चेतना पी कोठारी वय:-32पता:-जी/3 पिन कोड:पॅन नं:- 3): नाव:-श्री परेश आर कोठारी वय:-34पत्ता:- जी/3पिन कोड:पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा	3): नाव:-श्री पश्य जार
भारेश असल्यास,प्रात्यास	28/08/2003
(9) दस्त्रियं करून दिल्याचा दिनीक	28/08/2003
(10)दस्त नोंदणी केल्याचा दिनाक	5573/2003
(11) भनकामांक, खंड व पृष्ठ	61100
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	6430
(13)बाजारभावाप्रमाणं नोंदणी शुल्क	
(14)शेरा	

214350

18-11-2022

Note:-Generated Through eSearch Module, For original report please contact concern SRO office.

सूची क्र.2

द्यम निषंधक : यसई 3

दस्त क्रमांक : 214/2003

नोदंणी

Regn:63m

गावाचे नाव: गोखिवरे				
(1)विलेखाचा प्रकार	करारनामा			
(2)मोबदला	₹.899400			
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	र. 1034000			
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :गाळा नं २७ , तळमाळा , एव्हरशाईन इन्डस्ट्रीयल इस्टेट			
(5) क्षेत्रफळ '	118.66 चौ मी			
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	- 1): नाव:-मे एव्हरशाईन बिल्डर्स प्रा ति तफेर् डाय श्री रामचंद लुधानी तफें कु मु श्री विजय - रॉड्रीग्ज			
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे	यय:-29पत्ता:पिन काड:पिन काड:-			
ताव व पता. (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पता	2): नाव:-सौ चेतना परेश कोठारी वय:- 30पत्ता:पिन कोड:पेंन नं:- 3): नाव:-श्री परेश आर कोठारी वय:-33पता:पिन कोड:पेंन नं:-			
आदेश असल्यास,प्रात्याच्य	08/01/2003			
(9) दस्तऐवज करुन दिल्याचा दिनांक	09/01/2003			
(10)दस्त नोंदणी केल्याचा दिनांक	214/2003			
(11)अनुक्रमांक,खंड व पृष्ठ	95200			
(12)वाजारभावाप्रमाणे मुद्राक शुल्क	0			
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	-			
(14)शेरा				

EVERSHING IND. ESTATE PREMISES CO.OF. SOC. LID.

(Regd. No. TNA/VSI/GNL(O)/799/2004-2005 Dated - 11-10-2004)

Chinchpada, Gokhiware, Vasai (East), Dist. Thane Pin 401 208.

No. 064

Member's Register No. 64

Authorised Share Capital Rs. 1,00,000/- divided into 2000 shares each of Rs. 50/- only

of Gala No 18-027 Kotharis Paresh R. Kothari This is to certify that 8hin / Smt. / Kam. / Whs. Chethy

is/are the Registered Holder of Five Shares of Rs. 50/- each (Rupees Fifity for each share) From

No. 316 to 32.0 (Both inclusive) in EVERSHINE IND. ESTATE PREMISES CO. OP. SOC. LTD.

subject to the Bye-Laws of the said Society and that upon each of such Shares the sum of

Rupees Fifty have been paid

Given under the Common Seal of the said Society at VASAI this 3 day of Tune

CSANTE PREMISES 10/799/2004 - 05/ TNAVSI/GNL Regd. No.

FOR EVERSHINE IND. ESTATE PREMISES CO. OP. SOC. LTD

Chairman / Hon. Secretary / Treasurer

AGREEMENT FOR SALE ARTICLES OF AGREEMENT made at Mumbai, this 08th day Style Evershine Builders Private Limited, a Company incorporated under the Companies Act, 1956, and having its registered office at 215, Veena Beena Shopping Centre, Guru Nanak Road, Bandra (West), Mumbai 400 050, hereinafter called "the Builders" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART, AND; Mr./Mrs. Chetna P. Kothai kothari of Indian inhabitant, residing at G_1 Nagar hereinafter called "the Purchaser" (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/heirs executors and administrators) of the OTHER PART: · hothe

. 2 .

リーラミ 第四年298 /200**美** 5th August,

AND WHEREAS By a Deed of Conveyance dated 5th August, 1994 made by and between Mr. E. S. Andrades and Mrs. Janabai E. Andrades, as Vendors of the ONE PART, Mr. Sadanand R. Raut as First Confirming Party of the SECOND PART, M/s. Ponafel Corporation, as Second Confirming Party of the THIRD PART and Builders as Purchasers of the FOURTH PART, the vendors sold, conveyed and transferred and each of the Confirming Parties confirmed unto the Builders the properties, more particularly described Firstly in the Schedule hereunder written for the consideration therein mentioned;

AND WHEREAS by a Deed of Conveyance dated the 22nd November, 1994 made by and between Mr. E. S. Andrades and Mrs. Janabai E. Andrades as Vendors of the ONE PART, Mr. Sadanand R. Raut as First Confirming Party of the SECOND PART, M/s. Ponafel Corporation, as Second Confirming Party of the THIRD PART and Builders as Purchasers of the FOURTH PART, the vendors sold, conveyed and transferred and each of the Confirming Parties confirmed unto the Builders the properties, more particularly described Secondly in the Schedule hereunder written;

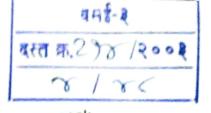
AND WHEREAS the Builders evolved a Scheme for developing the said properties more particularly described Firstly and Secondly in the Schedule hereunder written by selling up an Industrial Estate, comprising two buildings with a view to selling industrial galas (hereinafter referred to as "Galas") on what is popularly known as "Ownership" basis and transferring and conveying the land and buildings to a Co-operative Society or a Limited Company to be formed of Purchasers of Units under applicable laws;

AND WHEREAS pursuant to the Scheme the Builders prepared and submitted to the City Industrial and Development Corporation (hereinafter referred to as "CIDCO") a Building Proposal for approval;

AND WHEREAS CIDCO has approved the said Building Proposal vide its Commencement Certificate No. CIDCO/VVSR/BP-1064/E/5524 dated 28.12.1995 / 4.1.96 for construction of two buildings 'A' and 'B'. Building 'A' comprising Ground and one upper floor and Building 'B', comprising Ground Floor;

AND WHEREAS the Builders have also prepared a Building Proposal for construction of additional floors over the said buildings with a view to consuming further F.S.I., which may be sand foned as a

for lo withour



result of change in present building laws and will in due course seek approval of CIDCO to such Building Proposal.;

AND WHEREAS the Builders have commenced the work of construction of the two buildings;

AND WHEREAS the title to the property has been investigated by M/s. M. T. Miskita & Company, Advocates and Solicitors for the Builders and have issued Certificate of Title (a xerox copy whereof, together with relevant extracts Record of Rights, are annexed and marked ANNEXTURE 'A' & 'B' collectively);

AND WHEREAS the Purchaser being desirous of acquiring a Gala in Building A / B has taken inspection of the said properties and has also examined the hereinbefore recited Deeds of Conveyance and the Building Plans and Commencement Certificate issued by CIDCO; as per <u>ANNEXTURE 'C'</u>.

a Gala in Building A / B in the said Project to be known as "EVERSHINE INDUSTRIAL ESTATE" after having taken inspection of copies of various documents of title relating to the said property and the plans and a copy of designs and specifications prepared by Builders' Architects M/s. SHAH GATANI CONSULTANTS. and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder.

AND WHEREAS the Builders have accordingly already commenced constructing of the said building/s in accordance with the said plans and will make such changes or modifications as are necessary.

AND WHEREAS the Purchaser has applied to the Builders for allotment of a Gala on the _______ floor of Building & / B, being presently under construction on the said land subject to the terms and conditions mentioned hereunder in this Agreement.

AND WHEREAS the under Section 4 of the said Activities
Builders are required to execute a written Agreement for Saile of the
said Galas to the Purchaser being in fact these presents and also to

achor. P. asthan

register the said Agreement for Sale under the Registration Act 1908.

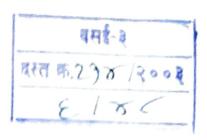
Now This Agreement Witnesseth And It Is Hereby Agreed By And Between The Parties Hereto As Follows:

- The Builders shall construct the said building consisting of ground and first floor on the said property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Gala Purchaser with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
 - Provided that the Builders shall have to obtain prior consent of the Gala Purchaser in respect of such variations or modifications which may adversely affect the particular Gala of the Gala Purchaser.
 - The Gala Purchaser has prior to the execution of this agreement satisfied himself/herself about the title of the Builders to the said property and she/he shall not be entitled to further investigate the title of the Builders and no requisitions or objections shall be raised on any matter relating to the titles.
- The Gala Purchaser hereby agrees to purchase from the builders and the Builders hereby agrees to sell to the Gala Purchaser, Gala No. 27, in the building, of built up area admeasuring 1277square feet equivalent to 118.68 square metres (which is inclusive of common service area) [carpet area admeasuring 1064 square feet equivalent to 98.88 square metres] on the 6R floor as delineated in red colour boundary line on the floor plan thereof hereto annexed and marked ANNEXTURE 'D' (hereinafter referred to as "the Gala" for the price of Rs. 899400 = 0 /- (Rupees Light Lacs Mely only).

The Gala Purchaser has paid to the Builders on or before the execution of this agreement a sum of Rs. 471400=01- (Rupees Four lacs one thousand

and hereby agrees to pay the balance of the purchase price of

Rs. 428000: 1- (Rupees Jour lass twen



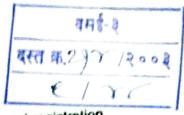
the following manner:

1.	15 %	Earnest Money Deposit
2.	15 %	on completion of Plinth
3.	10 %	on completion of Lintels and Chajja
4.	15 %	on completion of B.W. & Window Fixing
5.	20 %	on completion of Roof
6. ·	10 %	on completion of Internal Plaster
7.	10 %	on completion of External Plaster
8.	5 %	on remaining at the time of Possession
	100 %	TOTAL
	=====	

5. IT IS hereby expressly agreed that the time for the payment of each of the aforesaid instalments of the consideration amount shall be the essence of the contract. All the above respective payments shall be made within seven days of the Builders sending a notice to the Gala Purchaser calling upon him/her to make payment of the same. Such notice is to be sent Under Certificate of Posting at the address mentioned hereinafter to the Gala Purchaser and this posting will be sufficient discharge to the Builders.

- 6. Without prejudice to his rights under this Agreement and/or in law, the Builders shall be entitled to claim and the Gala Purchaser shall be liable to pay to the Builder interest at the rate of 24% per annum, on all such amounts which may become due and payable by the Gala Purchaser under this Agreement and remain unpaid for seven days or more after becoming due.
- 7. On the Gala Purchaser committing default in payment on due date of any amount due and payable by the Gala Purchaser to the Builders under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Gala Purchaser committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at his own option to terminate this Agreement.
 - 8. Provided always that the power of termination before contained shall not be exercised by the Builders unless and until the

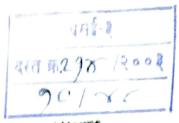
Chila. P. withour.



Builders the Gala Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company, on the conveyance or any document or instrument of transfer in respect of the said property and the said building to be executed in favour of the Society or Limited Company.

- 15. The Builders shall maintain a separate account in respect of sums received by the Builders from the Gala Purchaser as deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Limited Company or towards the outgoings, and shall utilise the amounts only for the purpose for which they have been received.
- 16. The Builders shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold Galas/godowns/garages. The Builders will bear the local body assessments, if any, payable and nothing else till all such unsold Galas are sold.
- 17. The Builders hereby declares that the Floor Space Index available in respect of the said property is 12,742 square metres only and that no part of the said Floor Space Index has been utilised by the Builders elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.), if any, in the said property or the layout not sanctioned will be available to the Builders till the transfer of the property to the Society or Limited Company.
- 18. The Builders hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Gala to the Gala Purchaser, obtain from the concerned local authority, occupation and / or completion certificate in respect of the Gala buildings.
- 19. The Gala Purchaser agrees and undertakes to pay all the amounts payable under this Agreement as and when called upon by the Builders and the Builders is not bound to give any notice and the absence thereof shall not be admitted as an excuse for non-payments of any amount/ amounts on the due dates. The Gala Purchaser further agrees and undertakes to observe and perform the terms, conditions and covernants contained in this Agreement and to keep the Builders indemnified against

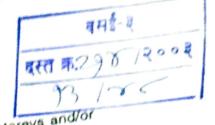
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the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Gala Purchaser under this Agreement.

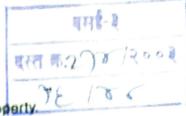
- if the Gala Purchaser neglects, omits or fails for any reason whatsoever to pay to the Builders any of the amounts or dues payable by the Gala Purchaser under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified or if the Gala Purchaser in any way fails to perform and/or observe any of the terms and conditions and stipulations and covenants herein contained and on his/her part to be observed and performed this Agreement shall cease and stand terminated and the earnest money and all other amounts till then paid by the Gala Purchaser shall be refunded to the Gala Purchaser and the Gala Purchaser hereby agrees to forfeit all his/her right, title and interest in the Gala and in such an event, the Gala Purchaser shall also be liable to immediate ejectment as trespasser. However, the rights given under this clause to the Builders shall be without prejudice to any other rights, remedies and claims whatsoever, of the Builders available against the Gala Purchaser under this Agreement and/or otherwise.
 - 21. The Builders will be permitted to make additions, alterations or put up any additional structures as may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I. on the said authority so as to consume the entire available at the time of property, whether sanctioned or not which is available at the time of Society or Limited Company is formed or registered. Such additions, structures or floors shall be the property of the Builders and the Builders will be entitled to dispose off the same in any manner as they may deem fit without adversely affecting the Gala of the Purchaser.
 - 22. The Gala Purchaser agrees and undertakes to permit and give the Builders all facilities for making any additions, alterations or to put up any additional structure or floors on the said property as mentioned in clause 21 till the property is conveyed and registered. The Gala in clause further agrees and undertakes not to object to such construction on the ground of nuisance, annoyance and/or for any other reasons.
 - 23. It is hereby expressly agreed that the Builders shall be entitled to sell the Galas in the said building and other structures on the said

Cheha. P. Lothan



have the right to put up additional construction and storeys and/or consume the balance floor space index and/or additional floor space index of the said property in any other manner whatsoever. The Gala Purchaser agrees and undertakes to permit and give the Builders all facilities for making any additions alterations or to put up any additional structures or floors on the said property as mentioned in clause 21 till the property is conveyed/assigned is formed and registered. The Gala Purchaser further agrees and undertakes not to object to such construction on the ground of nuisance, annoyance and/or for any

- 29. Any delay or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Gala Purchaser shall not be construed as a waiver on the part of the Builders for any breach or non-compliance of any of the terms and conditions of this Agreement by the Gala Purchaser nor shall be the same in any manner prejudice the rights of the Builders.
- The Builders shall be entitled to enter into agreements with other Gala Purchasers on such terms and conditions as the Builders may deem fit or alter the terms and conditions of the agreements already entered into by the Builders with other Gala Purchasers, if any, without affecting or prejudicing the rights of the Gala Purchaser in the Gala under this Agreement.
- The name of the building shall forever be "EVERSHINE INDUSTRIAL ESTATE" whereas the name of the Society shall be determined and fixed by the Gala Purchasers.
- The Gala Purchaser shall not let, sub-let, sell, transfer, convey, assign, mortgage, charge or in any manner encumber or deal with or dispose off or part with his/her interest or the benefit of this agreement or any part with thereof in the Gala until all his/her dues of whatsoever nature owing to the builders are fully paid and only if the Gala Purchaser has not been guilty of breach or of non-compliance of any of the terms and conditions of this agreement and till such time, the conveyance/assignment or any other document of transfer as hereinafter referred is executed, he/she shall have to obtain the previous consent in writing of the builders.
- 33. The Gala Purchaser and the persons to whom the Gala is let, sub-let, transferred, assigned or given possession of (after prior written



the Gala Purchaser shall have no right in the said producty.

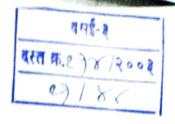
- 42. The Gala Purchaser shall sign all papers and documents and do all other things that the Builders may require him/her to do and execute from time to time for more effectively enforcing this Agreement and/or for safeguarding the interest of all persons acquiring the remaining Galas in the said buildings or on the said property.
- 43. In the event of the Gala Purchaser failing to sign any papers required by the Builders as hereinbefore provided, this Agreement shall stand terminated and the Gala Purchaser shall have no claim in the Gala or against the Builders whatsoever except for refund of payment of the amount paid so far by him.
- 44. All notices to be served on the Gala Purchaser as contemplated by this Agreement shall be deemed to have been duly served is sent to the Gala Purchaser by Under Certificate of Posting at his/her address given below:

Shakt Nagar opp Hill Jon Shapping Centre Vasai (E)

45. The Builders shall give the possession of the Gala to the Gala Purchaser on or before the 30th day of December 1997, subject to the availability of Building Materials, labour and natural calamities. If the Builders fails or neglects to give possession of the Gala to the Gala Purchaser on account of reasons beyond his control and of his agents as per the provisions of Section 9 of the Maharashtra Ownership Act, by the aforesaid date or dates prescribed in Section 8 of the said Act then the Gala Purchaser shall have an option to exercise his right of terminating this Agreement and demanding refund of the amounts paid to the Builders till then and the Builders shall be liable to refund to the Gala Purchaser the amounts already received by him in respect of the Gala with simple interest at nine per cent per annum from the date the Builders received the sum till the date of the amounts and interest thereon are repaid.

46. Provided that the Builders shall be entitled reasonable extension of time for giving delivery of Gala of the foresaid date. If

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amendment or any other law, Central or State, this transaction is held to be liable to tax as a sale or otherwise, either wholly or in part and any inputs or material or equipments used or supplied in execution of or in connection with this transaction are liable to tax, hereinafter at or time the same shall be payable by the Gala Purchaser along with other Purchasers on demand at any time.

- 59. The Builders shall not be responsible for the consequences arising out of change in law or change in Municipal and other laws, rules, regulations, etc.
- 60. The Gala Purchaser and/or the Builders shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and both the Gala Purchaser and the Builders will attend such office and admit execution thereof.

62. The Purchaser/s shall pay to the Builders on demand any levy and/or charges and/or fees such as development charges, betterment charges for development of the area under Maharashtra Regional Development Act and/or any other statute and/or Rules made thereunder that may be levied and/or charged and/or imposed by the Government or any authority or authorities that may be appointed by the Government from time to time.

SCHEDULE OF THE PROPERTY

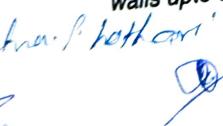
FIRSTLY: All those pieces or parcels of land bearing Plot Nos. 2, 3 and 4 admeasuring 2,580 Square Metres, 1,987 Square Metres and 1,961 Square Metres respectively aggregating to 6,528 Square Metres being a part of Survey No. 242 to 246, situate at Village Gokhivare, being a part of Survey No. 242 to 246, situate at Village Gokhivare, Taluka Vasai and District Thane in the registration Sub-District of Thane.

SECONDLY: All those pieces or parcels of land bearing Plot Nos. 5, 6, 7, 13 and 14 admeasuring 2,806 Square Metres, 852 Square Metres and 852 Square Metre



AMENITIES

- 1. R.C.C. framed structure for heavy Small Scale Industrial use.
- 2 I.P.S. topped flooring, suitable for Industrial use.
- 3 (a) Each Gala / group of Galas, supplied with two M.S. Rolling Shutters
 - (b) Steel windows with maximum available opening.
- 4. (a) Bore-well with free sweet water for all use.
 - (b) Overhead storage water tank of adequate capacities.
 - (c) Water Pump for lifting water from Bore-well.
- (c) Water Fullip io. shall be provided with a toilet block
 (a) Gala / Group of Galas shall be provided with a toilet block consisting of a W.C. and hand wash basin.
 - (b) Well laid out drainage system connected to septic tank of adequate capacity.
- 6. Suitably levelled concrete compound pavement with compound walls upto 5' in height with compound gates.



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the Purchaser) in the presence of)		
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Mr./Mrs. Chetna: A. Kothasi Pares thousand
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WITNESS: Director

ANNEXTURE C

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

tet ty (t / tot ty to / tot to bt रूकर २५ वर ● शाम शिआव्दीवस्तुआव्यान ०११-८३११८ विश्वनाधादीकी आध्यान CIDCO/VVSR/BP-1064/E/5524

M/s. Style Evershine Builders Pvt. Ltd., 215, Veena Beena Shopping Centre, Opp. Bandra Railway Station, Bandra (West), BOMBAY 400 050.

०१३ : ११३१६ सिबीमीओ आकृतन 28/12/1995 4/1/96 farin

Sub: Development Permission for the proposed Industrial Buildings on Plot Nos. 2, 3, 4, 5, 6, 7, 13 & 14, S, No. 242/1A, 1B, 1C, 2, 3A, 3B, 4, 5, 6. S. No. 243/1A, 1B, 2, 3, 4, S. No. 244/1, 2, 3A, 3B, 3C, 6, 7A, 7B. S. No. 241/1, 2, 3A, 3B, 4, 6, 7, 8-A, 8-B, 9, S, No. 246/1A, 1B, 2. Village Gokhivare, Taluka Vasai, Dist. Thane,

Ref.: Your Architect's letter dated 26/12/1995

Please refer to your application for development permission on plot Nos. 2, 3, 4, 5, 6, 7, 13 & 14, S. No. 242/1A, 1B, 1C, 2, 3A, 3B, 4, 5, 6, S. No. 243/1A, 1B, 2, 3, 4, S. No. 244/1, 2, 3A, 3B, 3C, 6, 7A, 7B, S. No. 241/1, 2, 3A, 3B, 4, 6, 7, 8-A, 8-B, 9, S. No. 246/1A, 1B, 2, Village Gokhivare, Taluka Vasai, Dist. Thane.

The Development Permission is hereby granted to construct Industrial Buildings on Plot Nos. 2, 3, 4, 5, 6, 7, 13 & 14, S. No. 242/1A, 1B, 1C, 2, 3A, 3B, 4, 5, 6, S. No. 243/1A, 1B, 2, 3, 4, S. No. 244/1, 2, 3A, 3B, 3C, 6, 7A, 7B, S. No. 241/ 1, 2, 3A, 3B, 4, 6, 7, 8-A, 8-B, 9, S. No. 246/1A, 1B, 2, Village Gokhivare, Taluka Vasai, Dist. Thane.

The Commencement Certificate as required under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, is also enclosed herewith for the structures referred above.

You will ensure that the building material will not be stacked on the road during the construction period.

Encl. a/a.

Yours faithfully,



ANNEXURE C

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित प्रतिक प्रतिक

COMMENCEMENT CERTIFICATE

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) to M/s. Style Evershine Builders Pvt. Ltd. in Plot Nos. 2, 3, 4, 5, 6, 7, 13 & 14, S. No. 242/3B, 3C, 6, 7A, 7B, S. No. 241/1, 2, 3A, 3B, 4, 6, 7, 8-A, 8-B, 9, S. No. 244/1, 2, 3A, 1B, 2, Village Gokhivare, Taluka Vasai, Dist. Thane as per the approved plans Industrial Buildings.

i) No. of buildings : Two

ii) Total Built-up Area : 6,361.91 Sq.m.

- 1. This certificate is liable to be revoked by the Corporation if :
 - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 - c) The Managing Director, CIDCO, is satisfied that the same is obtained by the applicant through fraud or mis-representation and the applicant and every person deriving title through or under him, in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

2. The applicant shall :-

- a) Give notice to the Corporation immediately after starting the development work in the land under reference.
- Give notice to the Corporation on completion upto the plinth level
 & seven days before the commencement of the further work.
- Give written notice to the Corporation regarding completion of the work.
- d) Obtain an occupancy certificate from the Corporation.
- e) Permit authorised officers of the Corporation to enter the building or premises for the purpose of inspection with regard to observing building control regulations and conditions of the certificate.
- f) Pay to CIDCO the development charges as indicated in Appendix.
 "A" alongwith interest @ 18% p.a. on the balance amount. If the





身子 第00分/で(2.混 日775 ラインで Gala No. 27.

Mr. Rajkumar R. Ludhani, in respect of the sale of gains and units and other premises known as "Evershine Industrial Estate" more particularly described in the schedule hereunder written and to do generally all acts, deeds, matters and things as may be necessary for registering the said Ownership Agreements for Sale as galas and units and other premises only under the provisions of the said Act.

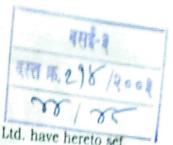
441-1

And also to appear before the Registrar or Sub-Registrar of any District or Sub-District appointed or to be appointed under any act or law for the time being in force or otherwise for the registration of deeds, assurances and contracts or other instruments in which we are or may be by the attorney deemed to be interested and pay such fees as shall be necessar for the registration and we do hereby our successors and assigns agree to rectify and confirm all and whatsoever said Attorney should or purport to do or cause to be done by virtue of these presents.

The Schedule Above Referred to:

FIRSTLY: All that piece or parcel of land bearing plot No.2,3 and 4 admeasuring 2580 sq. meters 1,987 sq. meters and 1,961 sq. meters respectively aggregating to 6,528 sq. mtrs. being a part of survey no.242 to 246 situated at village Taluka Vasai and District Thane in the Registration Sub-District of Thane.

SECONDLY: All that piece or parcel of land bearing plot No.5,6,7,13 and 14 admeasuring 2,806 sq. meters 852 sq. meters and 852 sq. meters, 852 sq. meters and 852 sq. meters, 6,214 sq. meters, and 852 sq. meters, respectively and 15, situated at village meters, bearing a part of Survey No.242 to 346, situated at village Gokhiware, Taluka Vasai, District Thane in the Registration Sub-District of Thane.



witness whereof, we, Style Evershine Builders Pvt. Ltd. have hereto set and subscribed our hand and seal this 30 day of September in the Christian year 2002.

Signed Sealed and Delivered

By withnamed Directors of

M/s. Style Evershine Builders Pvt. Ltd:)

OR STYLE EVENSHINE BUILDERS PVT. LTD.

Mr. Ramchand Ludhani

Mr. Rajkumar Ludhani

In the presence of

1. Jan

2.

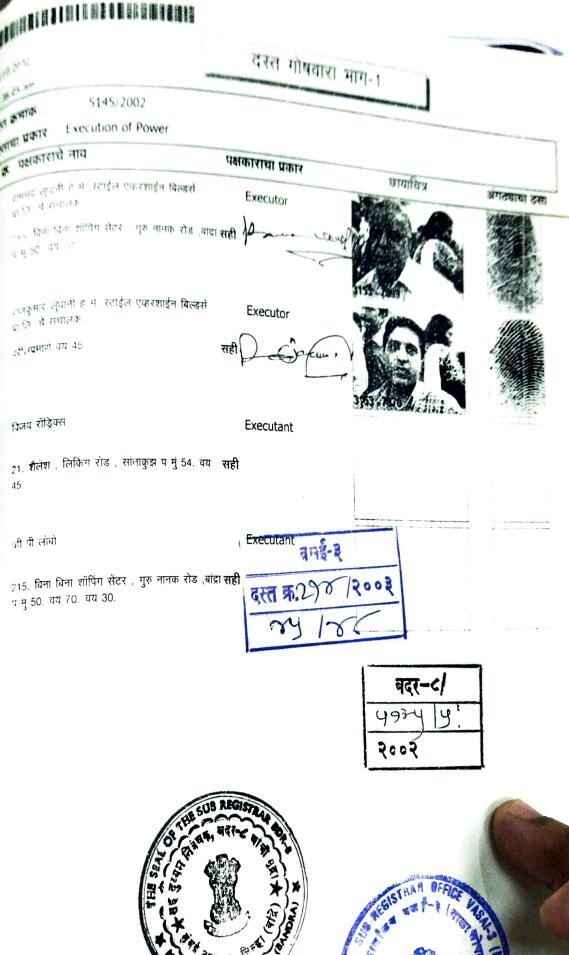
Specimen signature of the Attorneys

1. Mr. Vijay Rodrique str alle alle

2. Mr. V.P. Lobo











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ल हजर केल्याचा दिनाक :01/10/2002 11:30 AM श्रव क्यांचिमाक : 30/09/2002

बाबा प्रकार :7) मुखत्यारीची अमलबजावणी म्हणून नेमणुक जिल्ला । वी वेळ : (सावरीकरण) 01/10/2002 11:30 AM कि के 2 ची वेळ : (फी) 01/10/2002 11:34 AM क्रिक इ. 3 ची वेळ : (कबुली) 01/10/2002 11:35 AM कि क 4 ची वेळ : (ओळख) 01/10/2002 11:35 AM

ब नोद केल्याचा दिनांक : 01/10/2002 11:36 AM

अरेवज करुन देणार तथाकथीत [मुखत्यारीची अंमलबजावणी म्हणून नेमणूक] दस्तऐवज करुन बाचे कबूल करतात.

बील इसम असे निवेदीत करतात की. ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात. व नी ओळख पटवितात.

वैशाली डोलेकर . ७, वल्रामा . बांद्रा पू मुं ५१. वय २८. 🔀 🗫

विवेक कदम .वरीलप्रमाणे वय 24.

निवंधकाची सही

सष्ट एर्स्स निर्देशक वर्ष रूप विषे इपनाद (देवहा संपर्ध (बांद्रे) वसई-३

पायती क.:3145 - विभाव 01/10/2002 पावतीचे वर्णन

नायः रामचंद लुधानी है में. स्टाईल एकरशाईन बिल्डर्स प्रा.लि. चे संचालक

:नॉदणी फी 20 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 120 (3II. 11(2)). रुजवात (अ. 12) य छायाचित्रण (अ. 13) ->

एकत्रित फी 140: एक्ण

दु. निबंधकाची ख़दी. बांद्रा

सह पुरुषम निवंधक बदर-दे मुंबई उपनगर जिल्हा मुंबई (बांद्रे)

बदर-८/

प्रमाणित करण्यात येते कां, या बस्तामध्ये पकुग.....पाने अप्टे

सह. दुच्यम निबंधक, बद्र-८, मंपई उपनगर जिल्हा. वांद्रे.

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